

EXHIBIT B



United States Department of the Interior

Bureau of Land Management

Eastern States
7450 Boston Boulevard
Springfield, Virginia 22153
<http://www.es.blm.gov>

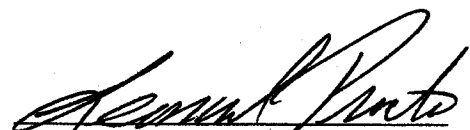


JAN 07 2013

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY THAT the attached reproduction(s) is an exact copy of the official document on file in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed on the above day and year.


Authorized Signature

Telephone (703)440-1600 or Fax (703)440-1609

Phoenix 022272.

4-1048-2.

The United States of America,

Us all to whom these presents shall come, Greeting:

WHEREAS, the Santa Fe Pacific Railroad Company, being the owner of certain lands situated and included within the limits of the Navajo Indian Reservation, Arizona, has, under the provisions of the Act approved April 21, 1904 (33 Stat., 189-225), entitled "An Act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with the various Indian tribes for the fiscal year ending June 30, 1905, and for other purposes," reconveyed and relinquished the said lands to the United States and has, under the provisions of said act, selected in lieu thereof the following-described tracts of vacant public land now open to settlement, to-wit:

Gila and Salt River Meridian - Arizona.

Township one south of Range six east.

The north half of the southwest quarter and the north half of the southeast quarter of Section thirty-five;

Township one south of Range seven east.

Section one; the Lots one and two, the south half of the northeast quarter and the south half of Section three; the west half of Section nine; the southwest quarter of Section ten; the north half, the north half of the southeast quarter and the north half of the southwest quarter of Section eleven; the north half and the southeast quarter of Section twelve; Section thirteen; the south half of the northeast quarter, the south half of the northwest quarter and the south half of Section fourteen; Section fifteen; the Lots three and four and the east half of the southwest quarter of Section eighteen; the north half, the north half of the southeast quarter and the Lot one of Section twenty-two; Section twenty-three; the north half and the southeast quarter of Section twenty-four; and the Lot one of Section thirty-four;

RECORD OF PATENTS: Patent Number **505280**

Township twenty-one north of Range six west.

The north half and the southeast quarter of Section ten;

Township two south of Range six east.

The southwest quarter of Section twenty-two; and the Lots one, two and three, the east half of the northwest quarter, the northeast quarter of the southwest quarter and the north half of the northeast quarter of Section thirty-one;

Township two south of Range twenty-three west.

The Lots three, four and five, the southeast quarter of the northwest quarter, the south half of the northeast quarter, the east half of the southwest quarter and the southeast quarter of Section six; the Lots two, three and four, the southeast quarter of the northwest quarter, the southwest quarter of the northeast quarter, the east half of the southwest quarter and the south half of the southeast quarter of Section eighteen; and the Lots one and two, the east half of the northwest quarter, the north half of the northeast quarter, the southwest quarter of the northeast quarter, the northeast quarter of the southwest quarter and the northwest quarter of the southeast quarter of Section nineteen;

Township five south of Range twenty-two east.

The east half of the northwest quarter, the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section nine; the north half of the southeast quarter, the southwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of Section eighteen; and the southwest quarter and the southwest quarter of the southeast quarter of Section twenty-five;

2 Township seven south of Range six east.

The southwest quarter of Section thirteen;

Township eight south of Range eighteen west.

The Lots three and four and the east half of the southwest quarter

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of Section thirty;

Township eleven south of Range eleven east.

The west half of Section twenty-six;

Township twelve south of Range nineteen east.

The southeast quarter of the northeast quarter, the east half of the southeast quarter and the southwest quarter of the southeast quarter of Section nineteen;

Township twelve south of Range twenty-eight east.

The southeast quarter and the southwest quarter of Section twenty-nine; and the Lots three and four, the east half of the southwest quarter and the southeast quarter of Section thirty;

Township fifteen south of Range twenty-six east.

The southwest quarter of Section five; the southeast quarter of Section six; and the east half of the east half of Section seven;

Township seventeen south of Range fourteen east.

The west half of the east half of Section eight;

Township eighteen south of Range twenty-six east.

The north half of the southwest quarter and the north half of the southeast quarter of Section two;

Township eighteen south of Range twenty-seven east.

The Lots three and four, the east half of the southwest quarter and the south half of the southeast quarter of Section thirty; and the Lots one, two, three and four, the southeast quarter of the northwest quarter and the east half of the southwest quarter of Section thirty-one;

Township twenty south of Range seventeen east.

The southeast quarter of the northwest quarter, the southwest quarter of the northeast quarter, the northeast quarter of the southwest quarter and the northwest quarter of the southeast quarter of Section twenty-one;

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Township twenty south of Range twenty-six east.

The southeast quarter of the northwest quarter, the southwest quarter of the northeast quarter and the east half of the southwest quarter of Section nineteen; the southeast quarter of Section thirty; and the Lots one, two and three, the east half of the northwest quarter, the west half of the northeast quarter, the east half of the southwest quarter and the southwest quarter of the southeast quarter of Section thirty-one;

Township twenty-one south of Range twenty east.

The northwest quarter of Section twenty-three;

Township twenty-one south of Range twenty-one east.

The Lots one and two and the east half of the northwest quarter of Section thirty;

Township twenty-one south of Range twenty-six east.

The southeast quarter of Section eight; and the east half of Section thirteen;

Township twenty-two south of Range sixteen east.

The Lots one, two and three and the southeast quarter of the northeast quarter of Section six;

Township twenty-two south of Range twenty east.

The east half of the southwest quarter and the west half of the southeast quarter of Section twenty-six;

✓ Township twenty-two south of Range twenty-one east.

The south half of Section seventeen; the Lots three and four and the east half of the southwest quarter of Section nineteen; and the Lots one and two and the east half of the northwest quarter of Section thirty;

Township twenty-three south of Range twenty east.

The north half of the northeast quarter and the north half of the

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northwest quarter of Section one;

Township twenty-three south of Range twenty-six east.

The northeast quarter of Section thirty-four;

Township twenty-four south of Range twenty-six east.

The northeast quarter of Section eight; and the northwest quarter of Section nine;

Township one north of Range six east.

The northwest quarter of Section twelve; the east half of the northeast quarter of Section twenty-three; and the southwest quarter and the south half of the southeast quarter of Section twenty-four;

Township four north of Range one east.

The east half of Section twenty-one; and the north half of Section twenty-two;

Township four north of Range two east.

The northwest quarter of Section twenty-four;

Township seven north of Range four west.

The southeast quarter of the northwest quarter, the east half of the southwest quarter and the southwest quarter of the southeast quarter of Section eighteen;

Township seven north of Range five west.

The southwest quarter of the southwest quarter of Section twelve; and Section thirteen;

Township eight north of Range thirty-one east.

The Lots one, two, three and four, the west half of the northwest quarter and the west half of the southwest quarter of Section eleven;

Township nine north of Range thirty east.

The Lots three, four, five and six of Section six; and the east half of the southwest quarter and the south half of the southeast quarter of Section thirty;

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Township eleven north of Range three west.

The southwest quarter of Section fourteen; the northeast quarter, the northeast quarter of the southeast quarter, the west half of the southwest quarter and the southeast quarter of the southwest quarter of Section fifteen; the east half of the northeast quarter and the northwest quarter of Section twenty-two; and the northwest quarter of Section twenty-three;

Township thirteen north of Range thirty-one east.

The southwest quarter of the northwest quarter, the southeast quarter of the northeast quarter, the northeast quarter of the southeast quarter and the northwest quarter of the southwest quarter of Section twenty;

Township fourteen north of Range one west.

The Lots four, five, six and seven of Section six;

Township fourteen north of Range twenty-seven east.

The south half of the northwest quarter and the south half of Section twenty-six;

Township fifteen north of Range four east.

The Lots one and two and the south half of the northwest quarter of Section one;

Township twenty-one north of Range six west.

The Lots one, two, three and four, the south half of the northeast quarter, the south half of the northwest quarter and the southeast quarter of Section four; and the west half, the west half of the southeast quarter and the west half of the northeast quarter of Section twelve;

Township twenty-three north of Range one east.

The east half of the northwest quarter and the west half of the northeast quarter of Section thirty;

Township twenty-eight north of Range one west.

The southeast quarter of Section six;

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Township twenty-eight north of Range one west.

The north half of the northwest quarter, the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section seventeen;

Township twenty-eight north of Range two west.

The northeast quarter of the northeast quarter, the south half of the northeast quarter and the northwest quarter of the southeast quarter of Section twenty-five;

Containing in the aggregate twenty thousand nine hundred ninety-five and eleven-hundredths acres:

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NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Santa Fe Pacific Railroad Company, and to its successors, the lands above described; TO HAVE AND TO HOLD the same,

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4-2044-X

together with all the rights, privileges, immunities, and amparanances, of whatsoever nature, thereunto belonging, unto the said Santa Fe Pacific Railroad Company, and to its successors and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufactur- ing, or other purposes, and rights to ditches and reservoirs used in con- nection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I,

Woodrow Wilson

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the

THIRTIETH

day of

DECEMBER

in the year of our Lord one thousand

nine hundred and

FIFTEEN

and of the independence of the

United States the one hundred and

FORTIETH.

By the President:

Woodrow Wilson,

By

M. K. Gulick, Assistant Secretary.

L. L. C. Lamar,

Recorder of the General Land Office.

(SEAL)

RECORD OF PATENTS: Patent Number

505230

6-2000

EXHIBIT "F"

Ivaylo Dodev
IVAYLO DODEV
6312 South 161st Way
Gilbert, AZ 85298
(480) 457-8888

IN THE COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF

IVAYLO DODEV

Plaintiff,

Case Number: _____

vs.

AFFIDAVIT OF SERVICE

RECONSTRUST COMPANY, N.A.; BANK OF
NEW YORK MELLON; SELECT PORTFOLIO
SERVICING, INC.; BANK OF AMERICA, N.A.
Defendant.

Received by ANDERSON INVESTIGATIONS, INC. on the 5th day of September, 2013 at 11:51 am to be served on **SELECT PORTFOLIO SERVICING, INC. ATTN: MATT HOLLINGSWORTH, 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115.**

I, C. D. ANDERSON, being duly sworn, depose and say that on the **5th day of September, 2013 at 2:00 pm, I:**

SERVED the within named CORPORATION by delivering a true copy of the NOTICE OF INTENT TO SUE; VOID AB INITIO; NOTICE OF TRUSTEE'S SALE ARIZONA; EXHIBITS; LEGAL NOTICE AND DEMAN; NOTICE OF DEFAULT AND OPPORTUNITY TO CURE WITH NEW GOOD-FAITH OFFER TO PAY THE TOTAL AMOUNT DUE with the date and hour of service endorsed thereon by me to TAMMY CUNNINGHAM as AUTHORIZED LEGAL AGENT of the within named corporation, in compliance with state statutes.

I am over the age of 21 and have no interest in the above action.


UCA 78B-5-705. I declare under criminal penalty that the foregoing is true and correct.



Subscribed and Sworn to before me on the 6th day of September, 2013 by the affiant who is personally known to me.



NOTARY PUBLIC



C. D. ANDERSON
Private Investigator G101390

ANDERSON INVESTIGATIONS, INC.
230 West 200 South
Suite 2302
Salt Lake City, UT 84101
(801) 619-1110
Our Job Serial Number: AND-2013003654

IVAYLO DODEV PRO SE
6312 SOUTH 161ST WAY
GILBERT, AZ 85298
(480) 457-8888

IN THE COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF

IVAYLO DODEV

Plaintiff,

Case Number: RE: CREDITOR ACCOUNT #
147338494

vs.

AFFIDAVIT OF SERVICE

BANK OF AMERICA

Defendant.

Received by Process Servers Etc. of North Carolina on the 28th day of August, 2013 at 3:23 pm to be served on
BANK OF AMERICA, N.A. ATTN: BRIAN T. MOYNIHAN, CEO, 100 N. TRYON STREET, CHARLOTTE, NC 28255.

I, DARLEEN CARTER, being duly sworn, depose and say that on the 29th day of August, 2013 at 10:30 am, I:

served a CORPORATION by delivering a true copy of the NOTICE OF INTENT TO SUE (2 PGS.), NOTICE OF INTENT TO SUE (7 PGS.), STATEMENT OF BREACH OR NON PERFORMANCE AND ELECTION TO SELL UNDER DEED OF TRUST ARIZONA (1PG.), NOTICE OF TRUSTEE'S SALE ARIZONA with LEGAL DESCRIPTION, USPS CERTIFIED MAIL LETTER (2PGS), LEGAL NOTICE AND DEMAND (3PGS), NOTICE OF DEFAULT AND OPPORTUNITY TO CURE WITH NEW GOOD-FAITH OFFER TO PAY THE TOTAL AMOUNT DUE (4PGS), NOTICE OF COMPLAINT DATED AUGUST, 2011 (75PGS), with EXHIBITS with the date and hour of service endorsed thereon by me, to: ASHLEY NOBLE as ASSISTANT MANAGER for BANK OF AMERICA, N.A., at the address of: 100 N. TRYON STREET, CHARLOTTE, NC 28255, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:

No one is able to get through security to the offices of the President, Vice President, CEO, etc. The person served stated that they were the highest in the chain of command that was available for service of documents.

Description of Person Served: Age: 31, Sex: F, Race/Skin Color: BLACK, Height: 5-10, Weight: 160, Hair: BLACK, Glasses: Y

I certify that I have no interest in the above action, am of legal age, and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 30 day
of August, 2013 by the affiant who is
personally known to me.

Amy Petteaway
NOTARY PUBLIC



Darleen Carter
DARLEEN CARTER
Process Server #3815

Process Servers Etc. of North Carolina
9635 Southern Pine Blvd
Suite 138
Charlotte, NC 28273
(704) 248-4817
Our Job Serial Number: SNC-2013001334

AFFIDAVIT OF SERVICE

CASE NO. 147338494

IVAYLO DODEV

Plaintiff(s)

COUNTY COURT

VS.

BANK OF AMERICA

Defendant(s)

STATE OF ARIZONA

Documents: **NOTICE OF INTENET TO SUE, NOTICE OF INTENT TO SUE, STATEMENT OF BREACH OR NON PERFORMANCE AND ELECTION TO SELL UNDER DEED OF TRUST ARIZONA, NOTICE OF TRUSTEE'S SALE ARIZONA WITH LEGAL DESCRIPTION, USPS CERTIFIED MAIL LETTER, LEGAL NOTICE AND DEMAND, NOTICE OF DEFAULT AND OPPORTUNITY TO CURE WITH NEW GOOD-FAITH OFFER TO PAY THE TOTAL AMOUNT DUE, NOTICE OF COMPLAINT DATED AUGUST, 2011, WITH EXHIBITS**

Came to hand: **SEPTEMBER 19, 2013** at **4:05** P.M. the above documents to be delivered to:

**RECONTRUST COMPANY, N.A., ATTN: JAMES F. TAYLOR, CEO
2380 PERFORMANCE DR., RICHARDSON, TX 75082**

I, **DARLA GRAY**, the undersigned, being duly sworn, depose and say, that I am duly authorized under Rule 103 and 536(a) to make delivery of the document(s) listed herein in the above styled case. I am over the age of 18, and am not a party to or otherwise interested in this matter. Delivery of said documents occurred in the following manner:

By delivering to: **AMY REYNA**

(Title / Relationship): **V.P.**

Address of Service: **7105 PERFORMANCE DR., PLANO, TX 75024**

Date of Service: **SEPTEMBER 20, 2013** Time of Service: **11:25 A.M.**

Type of Service:

- ☐ **PERSONAL SERVICE:** Individually and personally to the above named recipient.
- ☐ **SUBSTITUTE SERVICE:** By leaving a true copy of said process with a person residing therein, who is of suitable age, at the above listed address, which is the usual place of abode or dwelling house of the above named person.
- ☒ **CORPORATION / PARTNERSHIP:** By delivering a true copy of said process to an officer, agent, partner or other designated agent of the above named entity whose name and title is listed above.
- ☐ **POSTING WITH COURT ORDER:** By posting a true copy of said process along with a true copy of the Court Order to the front entrance of the above listed address in accordance with Court Order.
- ☐ **OTHER:** _____

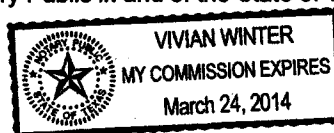
"I declare under penalties of perjury that the information contained herein is true and correct"

Signature

PS#: **SCH2010**
Exp: **4/30/15**

Subscribed and sworn to before me, a notary public on **September 21** 2013

Notary Public in and of the State of Texas



NOTICE OF INTENT TO SUE

IVO DODEV

X

-against-

Index No.

BNY MELLON

STATE OF NEW YORK)

X

) ss:

COUNTY OF KINGS)

AFFIDAVIT OF SERVICE

Documents: **NOTICE OF INTENT TO SUE** (2 PGS.), **NOTICE OF INTENT TO SUE** (7 PGS.), **STATEMENT OF BREACH OR NON PERFORMANCE AND ELECTION TO SELL UNDER DEED OF TRUST ARIZONA** (1PG.), **NOTICE OF TRUSTEE'S SALE ARIZONA with LEGAL DESCRIPTION, USPS CERTIFIED MAIL LETTER** (2PGS), **LEGAL NOTICE AND DEMAND** (3PGS), **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE WITH NEW GOOD-FAITH OFFER TO PAY THE TOTAL AMOUNT DUE** (4PGS), **NOTICE OF COMPLAINT DATED AUGUST, 2011** (75PGS), with **EXHIBITS**

MANUEL BAYO, being duly sworn, states as follows:

I am over 18 years of age, and I reside in the State of New York and am not a party to this action.

On August 29, 2013, I DELIVERED THE ABOVE STATED DOCUMENTS TO PETER PAIK
PARALEGAL at One Wall Street New York New York
Deponent further states he informed said person of the contents therein in compliance with state statutes.


Manuel Bayo

Sworn to before me on this
29th day of August 2013


NOTARY PUBLIC

Ann Marie Melia

Notary Public, State of New York

No. 01ME4914451

Qualified in Nassau County Commission

Expires 12/14/2013

Ivaylo Dodev
6312 South 161st Way
Gilbert, Arizona

Notice of Intent to Sue

TO:

RECONTRUST COMPANY, N.A.

ATTN: JAMES F. TAYLOR, *and/or his successor, in his/their individual and official capacity*
2380 Performance Dr. TX2-985-07-03
Richardson, TX 75082

BANK OF NEW YORK MELLON

ATTN: GERALD HASSELL, *and/or his successor, in his/their individual and official capacity*
Bank of New York Mellon, One Wall Street
New York, NY 10286

SELECT PORTFOLIO SERVICING, INC.

ATTN: MATT HOLLINGSWORTH, *and/or his successor, in his/their individual and official capacity*
3815 South West Temple
Salt Lake City, UT 84115

BANK OF AMERICA, N.A.

ATTN: BRIAN T. MOYNIHAN, *and/or his successor, in his/their individual and official capacity*
Bank of America Corporation
100 N. Tryon St.
Charlotte, NC 28255

RE: Creditor Account # 0014052088

Please be advised that on July 2, 2013 I directed a request via Proof of Claim that Select Portfolio Servicing, Inc. (SPS) validate the alleged debt per FDCPA §809 and Arizona Administrative Code R20-4-1514. You have received a follow-up demand via USPS certified mail # 23110770000057409879, delivered to you on August 8, 2013. Via this final notice, I invoke my right to a direct dispute per FCRA §623(a)(8)(D), 16 CFR 660.4 and Arizona Administrative Code R20-4-1521, provide you with a timely Notice of Injunctive Relief under A.R.S § 33-811(C) and rebut the STATEMENT OF BREACH OR NON PERFORMANCE AND ELECTION TO SELL UNDER DEED OF TRUST ARIZONA (Included).

My record shows that you have tacitly admitted by estoppel that you do not have a bona fide proof of contract that binds me, Ivaylo Dodev, to perform under the said Deed of Trust recorded

on December 12, 2006, as Instrument Number 20061646998 in the Maricopa County Recorder; thus, breach of such alleged contract is legally impossible.

Furthermore, my record shows and retains that you have violated UCC 3-603, are subject to Federal Persecution, and have Defaulted on my Good Faith Offer to Pay, and are subject to damages. (Included)

Furthermore, my record shows and retains a major violation of UCC § 3-301 PETE ("person entitled to enforce the note") under the Deed of Trust and comprises recorded default under the Rules of Civil Procedures when I, Ivaylo Dodev, owner of the estate in controversy, offered to pay in cash the balance of the alleged loan secured by the Deed of Trust in exchange for the physical instrument that secures it (the note) in order to avoid future extortions under the same alleged instrument (included) UCC § 3-309, *Morgan v. Farmers Merchs. Bank*, 856 So. 2d 811, 819 (Ala. 2003).

Furthermore, my record shows and retains that the debt associated with the Deed of the Trust has been paid/discharged through Bankruptcy Proceedings, Case No. 2-09-bk-00043-CGC and there is not debt owned under the said Deed of Trust.

Furthermore, my record shows and retains that neither Select Portfolio Servicing, Inc, ReconTrust, NA or Bank of New York Mellon are injured parties, holders in due course (A.R.S. § 47-3302 & UCC 3-3-2) or have any standing to bring a foreclosure sale against the property of controversy, and that the only parties of interest are the shareholders of the security, with 50% or more representation.

Furthermore, my record shows and retains no evidence that Select Portfolio Servicing, Inc. holds a debt collection license from the State of Arizona, despite being a debt collector pursuant to Sec. 803 of FDPCA. If so, provide the date of the license, the name on the license, the license number, and the name, address and telephone number of the state agency issuing the license.

Furthermore, my record shows and retains no evidence that I was contacted by Select Portfolio Servicing, Inc. within 5 days of initial communication with a disclosure pursuant to Sec. 809 of FDPCA.

Furthermore, my record shows and retains that I, Ivaylo Dodev, have lost income and opportunities and suffered irreparable damages to my reputation and quality of family life for the last 5 years while having to defend my house from predatory lending schemes, letter and phone harassments, and unlawful filings under my name with the Maricopa County Recorder in violation of A.R.S. § 33-420 and A.R.S. § 39-161.

Furthermore, my record shows and retains that my health and wellbeing has gravely deteriorated as a result of constant pressure and harassment under Sec. 806 of the Fair Debt Collection Practices Act (FDCPA), in violation of Sec. 811(a)(1) of FDCPA and liable under FDCPA 813(2)(A)(B)(3), from pretender lenders and fear of losing my house by deception and coercion. I suffered mental anguish, ulcers, constant headaches, depression, sleep apnea, heart palpitation, high blood pressure, multiple micro-strokes, skin rash and alcoholism.

Furthermore, my record shows and retains that you, Matt Hollingsworth, CEO and President of Select Portfolio Servicing, INC. and you, Gerald Hassell, CEO and President of Bank of New York Mellon, and you Brian T Moynihan, CEO and President of Bank of America, NA have tacitly admitted that you are attempting to take my property through theft by deception or larceny by trickery, both of which are felonies.

Furthermore, my record shows and retains that I have secured and valid interest in the property of controversy exceeding \$1,000,000 through a down payment, monthly payments, improvements, maintenance and sweat equities.

Furthermore, my record shows and retains that I, Ivaylo Dodev, have submitted a Declaration of Possession of the property of controversy to Select Portfolio Servicing and possession is 9/10th of the law, and anyone to have a claim against my house needs to present evidence of 10 times stronger title to the aforementioned property.

Furthermore, my record shows and retains that you have not proven beyond a reasonable doubt that you are a Party of Interest, Damaged Party or a Holder in Due Course of any documents that substantiates, legally and lawfully, the alleged debt. Sec. 806 of Fair Debt Collection Practices Act. See Hernandez v. IndyMac Bank, No. 2:12-cv-00369-MMD-CWH, 2012 WL 3860646, at *4 (D. Nev. Sept. 5, 2012), also see 969 N.E.2d 1118 (Mass. 2012).

A party other than the originating Lender seeking to conduct a non-judicial foreclosure under the "Deed of Trust" must comply with the following:

- a.) The foreclosing party must be the lawful owner of the note;
- b.) The foreclosing party must be in possession of the original promissory note along with the Deed of Trust;
- c.) The foreclosing party must be the Mortgagee (as that term is defined by statute and under the common law) by way of a valid assignment(s) at the time the foreclosure sale is noticed (and at the time any sale is conducted).

If challenged, the foreclosing entity must be able to prove that it has a complete, unbroken chain of title from the originating Lender together with valid documentation, with proper and lawful endorsement, of all intervening Assignees. A.R.S § 47-3308

(See *U.S. Bank National Association v. Ibanez*, 458 Mass. 637 (2011); *HSBC Bank USA, N.A. v. Haro*, Suffolk County District Court, Chelsea Division, Case No. 201014SU000264, 6/15/2011; and *Eaton v. Federal National Mortgage Association*, Suffolk County Superior Court, Civil Action No. 11-1382, 6/17/2011)

Furthermore, my record shows and retains that you have re-recorded a fraudulent Trustee Sale under a Trustee Sale Number that has previously been recorded as cancelled, deemed insufficient to foreclose by Bank of America, NA, which has agreed to restitutions, in violation of A.R.S. § 33-420 and have committed felony under A.R.S. § 39-161 (11 count of felony under Arizona law).

"Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes

'fraud,' and entitles party deceived to avoid contract or recover damages." Barnsdall Refining Corn. v. Birnam Wood Oil Co.. 92 F 26 817.

Furthermore, my record shows and retains that there is not any proof, based on evidence via bank ledger, money draft or cashier's check, that any pretend lender has paid money or suffered any damages according to the said Deed of Trust. *"A loan is the creation of debt by the lender's agreement to pay MONEY TO THE DEBTOR"* See: Maine Consumer Credit Code 9-A, Sec. 1.301 (23)(a)(1), *"A loan may be defined as the delivery by one party to, and the receipt by another of a sum of money."* See: Kirkland v. Bailes, 155 S.E. 2d 701. Yet the Federal Reserve Bank of Chicago says, in *Modern Money Mechanics*, that banks make loans by promising to lend. However, a promise to lend cannot be enforced. In order to constitute a loan, money must be loaned, but banks make loans by promising to lend, and promises to lend cannot be enforced, 5 MRSA.

Furthermore, my record shows and retains that I have rescinded the aforementioned Deed of Trust and my signature on all documents alleging loan, under RICO, for lack of disclosure and consideration and lack of proper assignments, and that Timely Rebuttal OR Proof of Claim to the contrary was never recorded.

Furthermore, my record shows and retains that the document that purports to assign the mortgage under Deed of Trust to the Trust was signed AFTER the cut-off date for the transfer of all such to the Trust, pursuant to the Pooling and Servicing Agreement. *"DELIVERY OF MORTGAGE LOAN DOCUMENTS. The Seller will, on or prior the Closing Date, deliver or cause to be delivered to the Purchaser or any assignee, transferee or designee of the Purchaser each of the following documents for each Mortgage Loan"*

Furthermore, my record shows and retains that aforementioned assignment was executed by a known Robo-Signer without proper authority or personal knowledge of the document's contents and legal effect. My record retains a timely complaint filed against that fraudulent instrument.

Furthermore, my record shows and retains that Carmelia Boone, who signed as Assistant Secretary of Mortgage Electronic Registrations Systems, Inc on CORPORATION ASSIGNMENT OF DEED OF TRUST ARIZONA, recorded on August 24, 2011 in Maricopa County Recorder, as Instrument Number 20110706279, is an alleged "robo signer." If this is to be conclusively proven, then the chain of title on the aforementioned Deed of Trust has been broken and foreclosure is legally impossible.

Furthermore, my record shows and retains that you are using a fraudulent assignment from Mortgage Electronic Registration Systems, Inc. (MERS). MERS failed to identify the Principal Member who is purported to have assigned the mortgage. There lacks established proof that bona fide signatures endorse MERS documents and there is no "grant" from a person who can be confirmed as an authorized signer; therefore, seeing as MERS has produced an assignment without any complete chain of title from the originator to the trustee, the assignment is presumptively invalid.

An assignment executed by a purported MERS "Certifying Officer" that attempts to convey the mortgage from MERS to the foreclosing entity is adjudicated ineffective and invalid for the reasons stated above.

An assignment from MERS is limited by the agency status contained in the mortgage between MERS and its principal whereby MERS has limited power(s) to act solely as "nominee" for the originating Lender and for the Lender's successors and assigns. MERS' unilateral statement that it is the "mortgagee" under a typical MERS mortgage does not automatically confer the legal status of a mortgagee upon MERS simply because the document states so. See (*Agard; BONY v. Silverberg*)

An assignment from MERS as nominee for the Lender or the Lender's successors and assigns that fails to validly assign the mortgage to the current note holder will not comport with the requirement that the note and mortgage be held in the same ownership by the foreclosing entity. Accordingly, the Assignee will not have the legal authority to foreclose the mortgage non-judicially or judicially and the assignment will be considered invalid when used for that purpose.

Furthermore, my record shows and retains that MERS has delinked securities from mortgages, generally; thus, the alleged debt in the aforementioned Deed of Trust, become unsecured debt — there is no property backing the securities. What this means is that foreclosure is not permitted. Your attempt to foreclose is illegal seizure of property — home theft by using the Maricopa County Recorder and USPS as your accessory to crime.

The logic behind the notion that the securitization of the mortgage has created an unsecured debt is aptly summed by L. Randall Wray, Professor of Economics and Research Director of the Center for Full Employment and Price Stability, University of Missouri–Kansas City, as follows:

1. A valid "mortgage" requires a ("wet signature") note and a security instrument; these must be kept together, and any subsequent transfer of lien rights to the security instrument must be recorded at the appropriate public office. The mortgage note must be properly indorsed each time the mortgage is transferred. In the era of securitized mortgages this can be a dozen times or more. If ever presented for foreclosure, endorsements should demonstrate a clear chain of title, from origination through to foreclosure; and this should match the records at the public office.

2. MERS intended to provide an electronic registry of all mortgages. By appointing a "vice president" in every financial firm, it believed that all transfers of lien rights among these firms were "in house". Hence it operated on the belief that no subsequent public recording was necessary, and no further endorsement of the mortgage note was necessary for in-house transfers of the payment intangible as it kept a record of transfers of the mortgage. It claimed to be a nominee of these firms (purported to hold the mortgage) but also to be the holder of the mortgages including the "Unidentified Indorsees In Blank" — mortgages that were never properly endorsed over to purchasers. We know, however, that MERS recommended that mortgage servicers retain notes, so MERS's claim to be the holder rests on its claim that appointed VPs are employees. But these employees are not an

agent/employee of the “Unidentified Indorsee in Blank”, nor are they paid by MERS or in any way supervised by MERS.

3. This practice is in violation of numerous laws. Property law requires filing sales in the public record. Notes must be affixed (permanently) to the security instrument — a mortgage without the note has been ruled a “nullity” by the Supreme Court. MERS’s recommended business practice (with the servicer retaining the note) would make the mortgages a “nullity”. A complete chain of title is required to foreclose on property — every sale of a mortgage must be endorsed over to the purchaser, and properly recorded. Without this, it is illegal to foreclose on property — no matter how many payments the homeowner has missed.

4. However, if the notes can be found and if MERS can provide records, it is possible that the mortgages can be made valid (“proved up”) for purposes of collecting upon the indebtedness, but foreclosure would not be possible without a valid continuous perfected mortgage showing a chain of title from origination through to the current party trying to enforce the mortgage note. Any break in the chain of endorsements along with any break in the chain of title renders the Power of Sale clause in the security instrument to be a nullity and therefore no party can foreclose on the real property. So long as there is no fraud affecting the mortgage note, then rights to enforce the indebtedness can be further negotiated. If there is no break in the chain, when fraud is shown affecting the security instrument (such as robo-signers, etc), this does not affect the rights to enforce the mortgage note — but such fraud will affect the validity of the security instrument perhaps making foreclosure impossible. Fraud affecting the mortgage note would affect the right to foreclose.

5. If the notes cannot be found and a Lost Note Affidavit cannot reestablish the indebtedness, then foreclosure is not possible and collecting of the indebtedness is also not possible. Homeowners still can be sued for collection of owed moneys upon a “proved up” note or lost note affidavit but a current perfected lien is required to foreclose.

6. However since the mortgage-backed securities are governed by PSAs (pooling and service agreements), the practices above make the securities unsecured debt and there is no solution. The securities are no good. (This would be a Representation & Warrant violation as the MBSs stated that a secured indebtedness was to be purchased, but since the Trustees of the securitization would not have the notes, the securities cannot be “secured”.)

For these reasons, and many more, a lawsuit is to be filed against you in the Arizona District Court without further notice for Fraud (Pino v. Bank of New York Mellon, 57 So.3d 950 (Fla. 4th DCA 2011), Damages, Harassment, RICO, a Declaratory Judgment and Quiet Title.

AT THIS TIME I AM WILLING TO ACCEPT A SETTLEMENT TO AVOID USING THE COURTS TO RESOLVE THIS MATTER. I, IVAYLO DODEV, RE-ALLEGE AND INCORPORATE HEREIN BY REFERENCE ALL THE ALLEGATIONS SET FORTH IN THIS NOTICE TO SUE.

THE TERMS WHICH I WILL SETTLE ARE:

- Please consider this a bone fide offer to settle. You may accept this offer to settle by sending me your written acceptance letter within 15 calendar days of receipt of this Notice. I hereby bind myself to these terms if they are met within 15 calendar days from your receipt of this Notice to Sue.**

Executed in good faith on this 26 day of August, 2013

By: Ivaylo Dodev, Without Prejudice

State of ARIZONA)
) SS
County of MARICOPA)

Subscribed and sworn to (or affirmed) before me on this 20th day of August, 2013 by Trayon Dadev proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Executed by my own free will

Notary Public (Seal)



Ivaylo Dodev
6312 South 161st Way
Gilbert, Arizona

Notice of Intent to Sue

TO:

BANK OF AMERICA, N.A.

ATTN: BRIAN T. MOYNIHAN, and/or his successor, in his/hers individual and official capacity

Bank of America Corporation
100 N. Tryon St.
Charlotte, NC 28255

RE: Creditor Account # 147338494

Mr. Moynihan,

Through a correspondence dated August 30, 2011, your office was informed via legal complaint and demand for full disclosure (Proof of Claim aka PC) under the Fair Debt Collection Practices Act (FDCPA), that the alleged loan on my home, located at 6312 South 161st Way, Gilbert, Arizona (AKA 23410 South 161st Way, Gilbert, Arizona) is in violation of numerous state and federal laws and that until you prove standing or rebut my findings and beliefs you have no legal rights to the title of my home and any attempted to imitate foreclosure actions would cause further damages to my welfare. The complaint was identical to one forwarded to you from the Office of the Comptroller of the Currency in September. With the same certified mail #23083250000030152349, received in your office on September 1st, 2011 I had enclosed rescission of my signature on the Deed of Trust and on all documents alleging a loan, under RICO, for lack of disclosure and consideration and lack of proper assignments. (Included)

My record shows and retains evidence that you defaulted on all my legal requests and continued to harass me in violation of the Federal Debt Collection Practices Act 15 U.S.C. § 1692 et seq by recording, and then re-recording after postponement, trustee sales through the ReconTrust, NA (subsidiary of bank of America, NA) website for 19 consecutive months, inflicting irreparable damages to my health and welfare. Once a trustee sale is publicly recorded through the county recorder, the trustee has 12 months to conduct the sale; ReconTrust was in violation by trying to conduct a sale even after one would have been deemed invalid. Furthermore, you have sent me dozens of letters without a debt collector disclosure statement, as mandated by law, in an attempt to collect payment, despite knowing that the alleged debt is discharged in Bankruptcy Proceedings, Case No. 2-09-bk-00043-CGC.

Consequently, instead of releasing and reconveying the title, you elected to sell/transfer the alleged debt to a third party servicer/collector in violation of my legal dispute enquiring your PC of standing and ownership of the alleged debt prior to selling, failing to establish standing as a Holder

You should be aware that I am familiar with the difference between a servicer and a purported servicer, who has purchased uncollectible debt and is now acting as a third party debt collector. It is a crime, classified as sham legal process for a debt collector to misrepresent himself as the original creditor or a party of interest of a discharged security. Through your negligence in following laws and statutes that govern legal and proper transfer of security AND/OR debt, you have further clouded the title of my home and caused me undue burden by prompting this third party to believe that it has an interest in my property and right to foreclose.

I will pursue resolution of this matter in a federal venue in which I will demand discovery and full disclosure, restitution for Damages, Harassment, RICO violations, and a Declaratory Judgment and Quiet Title.

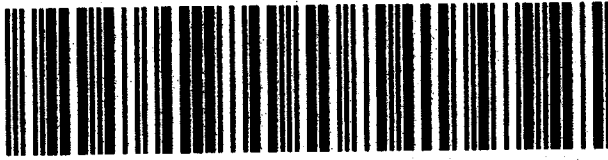
Notification of legal responsibility is “the first essential of due process of law.” Also, see: *U.S. v. Tweel*, 550 F. 2d. 297. “Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading.”

Executed on this 26 day of August, 2013

State of ARIZONA)
) SS
County of MARICOPA)

Executed by my own free will _____ (Seal)
Notary Public





7187 7930 3132 2135 1607

TS NO: 11-0075989

AZ

IVAYLO T. DODEV

23410 SOUTH 161ST WAY

GILBERT, AZ 85297

Bank of America, N.A.
400 National way
SIMI VALLEY, CA 93065

VOID AB INITIO

(see next page)

Joseph Roddey

TS No. 11-0075989

Title Order No. 110407742AZGTI
APN No. 304-77-004W4

STATEMENT OF BREACH OR NON PERFORMANCE AND ELECTION TO SELL UNDER DEED OF TRUST ARIZONA

NOTICE: ANY INTEREST IN TRUST PROPERTY THAT IS SUBORDINATE IN PRIORITY TO THE DEED OF TRUST SET FORTH BELOW MAY BE SUBJECT TO BEING TERMINATED BY THE TRUSTEE'S SALE. IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONTACT AN ATTORNEY.

The following described breach or non-performance has occurred of that certain Deed of Trust recorded on 12/18/2006, as Instrument Number 20061646998, Book N/A, Page N/A, in which IVAYLO T. DODEV, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, Trustor and NONE, Trustee and RECONTRUST COMPANY, N.A., Successor Trustee.

The breach of the contract for which said Deed of Trust is security, is as follows:

FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 11/01/2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 01/01/2037 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

By reason of said breach or non-performance, the current Beneficiary under said Deed of Trust has elected to sell or cause to be sold the Trust property described in said Deed of Trust at a Trustee's Sale in compliance with ARS 33-801 et. Seq. (Except that part of Trust property previously released.)

The Beneficiary's records reflect the following:

PROPERTY ADDRESS: 23410 SOUTH 161ST WAY, GILBERT, AZ 85297
PARCEL NUMBER: 304-77-004W4
Original Principal Balance: \$681,750.00
Current Principal Balance: \$721,199.48

Name and Address of Current Trustor: IVAYLO T. DODEV, 23410 SOUTH 161ST WAY, GILBERT, AZ 85297

Dated: 08/26/2011

Name and Address of Current Beneficiary:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA7, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2007-OA7
400 National way
SIMI VALLEY, CA 93065
(800) 669-6650

By: Beneficiary/Agent

[Signature]

Authorized Signor

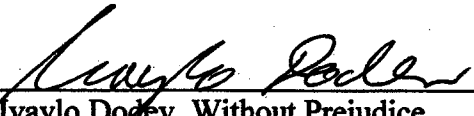
For Information Call (800) 281-8219

VOID AB INITIO

I, Ivaylo Dodev, do not accept the offer to contract. You are in default on my Offer to Pay under FRCP and have not established ownership of the alleged debt by replying to my Proof of Claim, thus admitting that you are attempting theft by deception of Real Property.

All Rights Reserved,

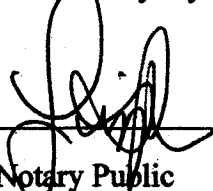
Executed on this 26 day of August, 2013


By: Ivaylo Dodev, Without Prejudice

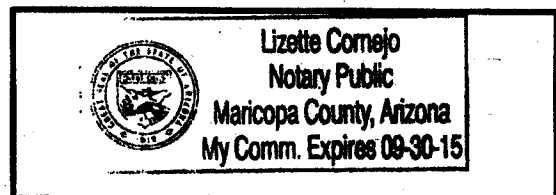
State of ARIZONA)
) SS
County of MARICOPA)

Subscribed and sworn to (or affirmed) before me on this 26th day of August, 2013 by Ivaylo Dodev, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Executed by my own free will



Notary Public (Seal)



DATED: August 26, 2011

RECONTRUST COMPANY, N.A.
As Trustee

State of: _____) BY: [notice copy of signed original]
County of: _____)

On _____ before me _____, notary public, personally
appeared _____, personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

Witness my hand and official seal.

[notice copy]
Notary Public's Signature

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE
ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE
WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF
THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE
DEBT IN WRITING WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE
DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN
YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS
OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN
30 DAYS.

RECORDING REQUESTED BY:
RECONTRUST COMPANY, N.A.
2380 Performance Dr, TX2-985-07-03
Richardson, TX 75082

This is a notice copy of the
document that was recorded on
08/24/2011 as Instrument No.
20110706281

WHEN RECORDED MAIL TO:
RECONTRUST COMPANY, N.A.
2380 Performance Dr, TX2-985-07-03
Richardson, TX 75082

TS No. 11-0075989
Title Order No. 110407742AZGTI
APN No. 304-77-004W4

NOTICE OF TRUSTEE'S SALE ARIZONA

The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust Recorded on 12/18/2006, as Instrument Number 20061646998, Book N/A, Page N/A, in the records of Maricopa County, Arizona, at public auction to the highest bidder: In the Courtyard, by the main entrance of the Superior Court Building, 201 West Jefferson, Phoenix, AZ 85003 on 11/28/2011 at 10:00 AM of said day.

SEE ATTACHED LEGAL DESCRIPTION

The Deed of Trust and/or Beneficiary provide the following purported property location:
23410 SOUTH 161ST WAY, GILBERT, Maricopa County, AZ 85297

Said sale will be made for cash, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of the note secured by said Deed of Trust, which includes interest thereon as provided in said note, advances, if any under the terms of said Deed of Trust, interest on advances, if any, fees, charges and expenses of the Trustee and of the trust created by said Deed of Trust. The original sum of the note is \$681,750.00. Trustee will accept only cash or cashier's check for reinstatement or price bid payment. Reinstatement payment must be paid before five o'clock P.M. on the last day other than a Saturday or legal holiday before the date of the sale. The Purchaser at the sale, other than the beneficiary to the extent of his credit bid, shall pay the price no later than five o'clock P.M. of the following day, other than a Saturday or legal holiday.

Name and Address of Original Trustor: IVAYLO T. DODEV, 23410 SOUTH 161ST WAY, GILBERT, AZ 85297

Name and Address of Current Trustee: RECONTRUST COMPANY, N.A., 2380 Performance Dr., TX2-985-07-03 Richardson, TX 75082 FOR INFORMATION/SALE INFORMATION CALL: (800) 281-8219

Name and Address of Current Beneficiary: BANK OF NEW YORK, 400 National waySIMI VALLEY, CA 93065 PHONE: (800) 669-6650

RECONTRUST COMPANY, N.A. IS THE CURRENT TRUSTEE. RECONTRUST COMPANY, N.A. QUALIFIES AS A TRUSTEE OF THE TRUST DEED UNDER ARIZONA REVISED STATUTES SECTION 33-803, SUBSECTION A. 5., BECAUSE IT IS A NATIONAL ASSOCIATION REGULATED BY THE OFFICE OF THE COMPTROLLER OF THE CURRENCY("OCC").

TS# 11-0075989
LEGAL DESCRIPTION

A PORTION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1284.85 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 415.04 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 193.02 FEET TO THE POINT
OF BEGINNING;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 367.57 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 9.56 FEET;

THENCE NORTH 18 DEGREES 49 MINUTES 40 SECONDS EAST, A DISTANCE OF 266.94 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 279.44 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 262.23 FEET TO THE POINT OF
BEGINNING.

EXHIBIT "G"

August 6, 2013

USPS certified mail # 23110770000057409879

IVAYLO DODEV
6312 S 161ST WAY
GILBERT, AZ 85298

RE: Creditor Account #0014052088

On July 2, 2013, I directed a letter to you demanding that you specifically provide lawful bona fide proof of your alleged claim in this instant matter and to present this proof by lawfully designated means. (See attached letter).

This letter is lawful notification, NOTICE TO SUE, to SELECT PORTFOLIO SERVING, INC., (DEBT COLLECTOR). Please be advised you have failed to respond properly to the letter you received on July 2, 2013 by USPS, certified mail # 9114901075742388810503

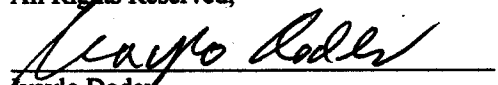
SELECT PORTFOLIO SERVICING, INC. has NOT proven the following as requested on July 2, 2013

1. A copy of the contract that binds myself, Ivaylo Dodev, and DEBT COLLECTOR
2. PROOF OF CLAIM via certified, notarized, specific, and relevant documents that DEBT COLLECTOR:
 - a. Has any contract or agreement which lawfully compels Ivaylo Dodev to accept and/or respond to any communications from DEBT COLLECTOR
 - b. Is a lawful and valid party of interest in this matter pursuant to Federal Debt Collection Act, Civil Rules of Procedure in the State of Arizona (See also Federal Rules of Civil Procedure 17(a))
 - c. Is not an unrelated third party
 - d. Is not an unrelated third party debt collector
 - e. Did not purchase this alleged debt for an agreed upon cost from an alleged other COMPANY, CORPORATION, or Party
 - f. Is not acting on its own behalf and/or interests in this instant matter.

Therefore, you have acquiesced and agreed that you have no legal and lawful authority to contact me regarding this private and personal matter. If you continue in your fraudulent efforts to collect a debt that is not owed to you, I will take all steps to insure that my rights are not further violated, including a timely lawsuit against you if you continue with this course of action.

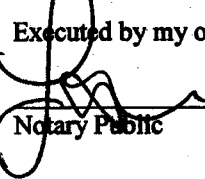
Do not attempt to contact me via phone as I cannot validate or verify the person on the phone so I will only respond to written correspondence addressed to: Ivaylo Dodev, 6312 South 161st Way, Gilbert, Arizona. If you disagree with anything in this letter, then rebut that with which you disagree, in writing, with particularity, to me, within 10 days of this letter's date, and support your disagreement with evidence, fact and valid Law. Your failure to respond, as stipulated, is your agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon you, in any court in America, without your protest or objection or that of those who represent you.

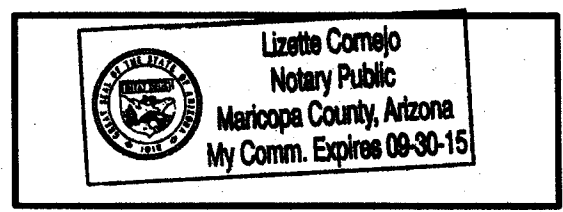
All Rights Reserved,


Ivaylo Dodev

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

Subscribed and sworn to (or affirmed) before me on this 10th day of August 2013 by Ivaylo Dodev, proved to me on the basis of satisfactory evidence to be the man who appeared before me.

Executed by my own free will

Notary Public (Seal)



June 2, 2013

IVAYLO DODEV
6312 S 161ST WAY
GILBERT, AZ 85298

RE: Creditor Account #0014052088

This letter is lawful notification to SELECT PORTFOLIO SERVING, INC., (DEBT COLLECTOR), as the first step of due process of law pursuant to **Sec. 806 of Fair Debt Collection Practices Act, the Bill of Rights and the Federal Constitution**, in particular Amendments 1, 4, 5, 7, and 14. Please take Notice that Ivaylo Dodev requires **BONA FIDE PROOF (in good faith and without deceit) that your claim is lawful and valid.**

Please take lawful notice that in order to effect this **BONA FIDE PROOF**, **Error! Reference source not found.**, via any legally authorized representative, is lawfully required and hereby demanded to respond point by point in Truth, Fact, and Evidence to each and every item set forth in this correspondence before Ivaylo Dodev or his Authorized Representative can make an offer to settle DEBT COLLECTOR alleged claim in this matter.

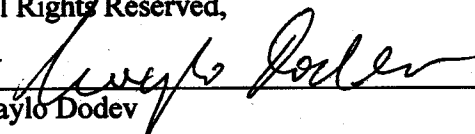
Please provide the following:

1. A copy of the contract that binds myself, Ivaylo Dodev, and DEBT COLLECTOR
2. PROOF OF CLAIM via certified, notarized, specific, and relevant documents that DEBT COLLECTOR:
 - a. Has any contract or agreement which lawfully compels Ivaylo Dodev to accept and/or respond to any communications from DEBT COLLECTOR
 - b. Is a lawful and valid party of interest in this matter pursuant to Federal Debt Collection Act, Civil Rules of Procedure in the State of Arizona (See also Federal Rules of Civil Procedure 17(a)).
 - c. Is not an unrelated third party
 - d. Is not an unrelated third party debt collector
 - e. Did not purchase this alleged debt for an agreed upon cost from an alleged other COMPANY, CORPORATION, or Party
 - f. Is not acting on its own behalf and/or interests in this instant matter.

Please have your legally authorized representative respond via signed affidavit, under pain and penalty of perjury, and enclose copies of all relevant documents that demonstrate BONA FIDE PROOF OF YOUR CLAIM within 30 (thirty) days of receipt of this letter, via certified mail. TIME IS OF THE ESSENCE.

Your failure to respond in truth, fact, and evidence, to each of the above items, point by point as stipulated, is SELECT PORTFOLIO SERVING, INC.'S, (DEBT COLLECTOR), admission to the fact DEBT COLLECTOR has no valid claim in this instant matter and DEBT COLLECTOR, and its agents or principals, are attempting to take my property through theft by deception or larceny by trickery; both of which are felonies. Your silence is your tacit admission to the fact that you have no valid claim in this instant matter.

All Rights Reserved,


Ivaylo Dodev

**UNITED STATES
POSTAL SERVICE**

Date: August 12, 2013

Ivaylo Dodev:

The following is in response to your August 12, 2013 request for delivery information on your Signature Confirmation™ item number 23110770000057409879. The delivery record shows that this item was delivered on August 8, 2013 at 10:06 am in SALT LAKE CITY, UT 84115 to W DANIELS. The scanned image of the recipient information is provided below.

Signature of Recipient :

www.usps.com/delivery or call 1-800-4USPS (1-800-487-7777)

| Delivery Section | |
|------------------|---------------|
| Signature | Wendy Daniels |
| Address | Wendy Daniels |

Address of Recipient :

| | |
|---------|---------------------|
| Address | 3815 S. West Temple |
|---------|---------------------|

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 5740 9879

Postage and Signature Confirmation fees must be paid before mailing.

| | |
|---------------------|-------|
| (Please Print Name) | 84115 |
|---------------------|-------|



POSTAL CUSTOMER:
Keep this receipt. For inquiries:
Access internet web site at
www.usps.com®
or call 1-800-222-1811

- | | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | Priority Mail™ Service |
| <input type="checkbox"/> | First-Class Mail® parcel |
| <input type="checkbox"/> | Package Services parcel |

WHEN RECORDED, MAIL TO:

IVAYLO DODEV
6312 S. 161st Way
GILBERT, AZ 85298

SENT VIA CERTIFIED MAIL 23083250000030152349

AUGUST 30, 2011

BANK OF AMERICA, N.A.
400 National Way
Simi Valley, CA 93065

Bank of New York Mellon, N.A.
101 Barclay St. 4W
New York, NY 10286

RECONTRUST COMPANY, N.A.
2380 Performance Dr. TX2-985-07-03
Richardson, TX 75082

MERS
1818 Library Street, suite 300
Reston, VA 20190

FIRST MAGNUS FINANCIAL CORPORATION
603 N. Wilmot Rd
Tucson, AZ 85711

BANK OF NEW YORK
400 National Way
Simi Valley, CA 93065

RE: Account No.: LOAN # 6531180433 and 147338494
IVAYLO DODEV, 6312 S. 161st Way, Gilbert, AZ 85298

ATTN: LEGAL

NOTICE OF COMPLAINT

To: BANK OF AMERICA, N.A., NO TRUSTEE ON DEED OF TRUST, FIRST MAGNUS FINANCIAL CORPORATION, MERS, BANK OF NEW YORK, RECONTRUST COMPANY, N.A. and others:

Today, August 30, 2011, I am filing a complaint with you, the Comptroller of the Currency and the Arizona Attorney General and the Arizona Department of Financial Institutions, the Arizona Secretary of State, the Maricopa County Attorney and Recorder among other investigative institutions. You denied my previous Complaints and ignored my demands. The Attorney General of Arizona has already responded with an investigation to similar complaints filed by others, and filed a Complaint against Bank of America based on fraud. My case is similar to the numerous cases which led to this ruling against Bank of America. Further, the Supreme Court of Massachusetts ruled against US Bank National Association for fraudulent assignments. Their complaint largely identifies the complaints I have with you. Again, I submit these demands and statements for your review and action.

There are many issues that I have discovered which I feel are illegal and/or incorrect, but I will only discuss a few. A few of my concerns in reference to my promissory note are:

- a) Unless an asset is transferred into a lifetime trust, the asset does not become trust property. Was there a legal transfer into this trust that claims to be the beneficiary of my note?
- b) The assignment of a mortgage without transfer of the underlying promissory note is a nullity. I understand that the Deed of Trust and promissory note were separated at the inception of the loan.

ANY ATTEMPT TO FILE A COPY OF THE NOTE AS THE ORIGINAL NOTE SHALL BE CONSIDERED A CRIMINAL ACT, PURSUANT TO ARS. 39-161.

DO NOT ATTEMPT to reestablish the note as this would be a fraud upon the court pursuant to Arizona law. Pursuant to Arizona Rules of Civil Procedure Rule 17 and Federal rules of Civil procedure rule 17.

The NOTE was purposely destroyed and was not lost and as such any claim that said note was lost would be perjury.

This and/or any communication may be recorded and used as evidence in any court in accordance with Rule 902.

There is substantially more that is available to cite so I will stop here. I believe the point about lack of standing has been made. Again, if I am wrong please feel free to show it by providing verifiable Proof Of Claim. [BLACK'S LAW DICTIONARY: VERIFICATION. Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition.]

There is a purported contract under which BANK OF AMERICA, N.A. claims I must perform. There are serious discrepancies that have been uncovered in the preliminary audit of the transaction. BANK OF AMERICA, N.A. as the purported agent and un-named parties [John Does 1 to 1000] have a clearly defined duty under the law of contracts to provide each and every one of the five essential components that are required to establish a lawful contract. With at least three of the essential components missing from the contract under discussion, BANK OF AMERICA, N.A. cannot enforce or collect on this unconscionable contract... check any edition of Black's Law Dictionary under "contract". Under the definition of Fraud in the factum: "misrepresentation as to the nature of a writing (contract) that a person signs with neither knowledge nor reasonable opportunity to obtain knowledge of its character or essential terms". The presence of any type of fraud in a contract "vitiates" the contract: cancels it from its inception and there is no statute of limitations on discovering fraud. I invoke my right to equal protection under the law and to "seek a remedy for the breach of those duties" (Contract as defined in Black's Law Dictionary 6th Edition).

Proof of Claim is hereby **demand**ed in order to validate BANK OF AMERICA, N.A.' standing as Real Party In Interest and/or Holder In Due Course of the Note and Mortgage, proving lawful authority to have commenced the foreclosure action on my home, and BANK OF AMERICA, N.A.' authority as agent, or any other party that may choose to reveal its identity, to act in its behalf in demanding and collecting payments from me. I herewith [again] demand that BANK OF AMERICA, N.A. produce for my inspection all original documents that I was entitled to at the closing of the refinance transaction on my home, to also include the 1003 application, the final HUD-1 Settlement, the Deed of Trust, all disclosures, the appraisal, the Note, the allonge to the Note, and the agency agreement between BANK OF AMERICA, N.A., and any other party that may choose to come forth. If any document cannot be produced, state the reason why it cannot be produced. These documents are needed to perform a full forensic fingerprint and signature analysis. I further **demand** the following documents if they are available: (If they are not available please state why they are not available)

1) The 2046 balance sheet as it relates to the original "loan" which is a mandatory filing pursuant to Title 12 U.S.C. 248 & 347

Proof of Claim delivered, 09/16/2011 to B of A

- 2) The 1099 OID (Original Issued Document)
 - 3) The S3 A registration statement
 - 4) The 424 B-5 prospectus
 - 5) The RC S & RC B call schedules.
 - 6) The FAS 125, 133, 140, 5, and 95. [FASB (Financial Accounting Standards BANK OF AMERICA, N.A. rd) part of GAAP (Generally Accepted Accounting Standards)]
- These documents will be needed as part of my forensic analysis on this loan in its entirety.

In the event a valid Proof of Claim in the form of what is asked for above cannot be produced within 10 days, BANK OF AMERICA, N.A. agrees that a Deed of Release and full Reconveyance to me is to be issued and filed in the office of the County Recorder. Failing the voluntary production of that above mentioned documentation or the issue of Deed of Release and Full Reconveyance shall be interpreted as an invitation to exercise my right to remedy through more formal proceedings where BANK OF AMERICA, N.A. and other parties named will be compelled to respond at a much greater monetary outlay, when an action for injunctive relief and quiet title, which is now being composed, is filed in the appropriate court. I would rather we settle this matter administratively, but if forced I will deliver-serve a filed copy of the Complaint, the action, memorandums of law, interrogatories, and request for admissions and Temporary Restraining Order. It is your choice, voluntary now or compelled explanation later.

While this letter is written in part for purposes of settlement and compromise, it is already a demand letter which can and will be used as necessary. It is therefore not a confidential communication protected under the rules of settlement disclosures and correspondence.

You have previously been presented with proper notices of deceptive lending practices in the closing on the above-referenced loans and lack of standing to prosecute a foreclosure. Within said notices was contained equitable resolution to this matter to be a set-off to the entire account. That is, settle with me by declaring the account paid as agreed and issuing a Deed of Full Reconveyance. This will avoid the time, expense, and damage awards should I decide to seek all remedy that I am entitled to through more formal proceedings.

Notwithstanding the above, BANK OF AMERICA, N.A. cannot state affirmatively that the borrower is or is not in default, the lender is in default of its obligations under applicable Federal and State laws, the lender at the closing, the servicing agent, and the named Beneficiary on the Deed of Trust are not the real parties in interest (i.e., they lack standing to proceed to judicial or non-judicial sale), the trustee and lender lack authority to proceed but have intentionally and problematically filed papers and posted notices as though the authority was present. See: A.R.S. § 39-161. Presentment of false instrument for filing: classification [a class 6 felony]

I HEREWITH DEMAND THE NAMES AND CONTACT INFORMATION ALONG WITH A DESCRIPTION OF THE SECURITY SOLD, THE ASSIGNMENT MADE, AGREEMENTS SIGNED, BETWEEN ALL OF THE MORTGAGE BROKERS, REAL ESTATE BROKERS, DEVELOPERS, APPRAISERS, MORTGAGE AGGREGATORS, INVESTMENT BANKERS, RETAIL OR OTHER SELLER OF SECURITIES AND THE INVESTORS WHO PURCHASE MORTGAGED THE SECURITIES.

Based upon information received from the experts in this case and based upon my own factual and legal investigation there appear to be claims in addition to the claims stated in prior correspondence, which claims based upon the following summary, are in most cases not

other professionals to forestall the loss, for which services demand is herewith made under the terms of the mortgage and all applicable Federal (TILA, RESPA, RICO) and State Law..

YOUR CONDUCT, IF YOU PROCEED, CONSTITUTES CRIMINAL THEFT AND CIVIL THEFT OF THE REAL PROPERTY SUBJECT TO THE MORTGAGE, NOTE AND PROCEEDINGS YOU HAVE POSTED AND FILED. Accordingly your position, in the absence of any authority to do so under law is invalid and illegal. DEMAND IS HEREWITH MADE THAT ALL EFFORTS AT FORECLOSURE, SALE, OR EVICTION BE STOPPED IMMEDIATELY.

Any further attempts at collection will result in further action taken by me for all remedies available in law and equity in both administrative proceedings, and judicial forums possessing competent jurisdiction, which will seek damages for unfair trade practices, treble damages under applicable law for RICO, FTC, consequential damages and refunds, attorney fees, court costs, and all other available remedies in law or equity. Stop any and all negative reporting to the credit bureaus.

It is an established fact that the problems such as the Assignment of Deed of Trust was not filed by BANK OF AMERICA, N.A./FIRST MAGNUS FINANCIAL CORPORATION. Stop all legal and/or foreclosure proceedings now. I presume that any forthcoming legal action will be postponed pending the amicable resolution of this loan. Please ONLY contact me via mail at the above address. Do not contact me telephonically.

Thank you very much for your time and assistance.

Sincerely,



IVAYLO DODEV

Loan Account No.: # LOAN # 6531180433 and 147338494

**CC: Attorney General of Arizona
Securities and Exchange Commission
Arizona Bar Association
Arizona Department of Financial Institutions
County Recorder**

**Federal Deposit Insurance Corporation
Comptroller of the Currency
Arizona Secretary of State
Federal Reserve
County Attorney**



Date: 09/16/2011

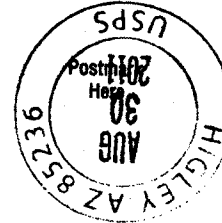
IVAYLO DODEV:

SIGNATURE CONFIRMATION NUMBER:
2308 3250 0000 3015 2349

Postage and Signature Confirmation fees must be paid before mailing.

(Please Print Clearly)

93065

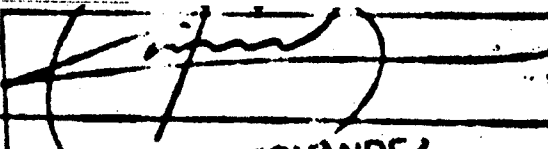


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or call 1-800-222-1811

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The following is in response to your 09/16/2011 request for delivery information on your Signature Confirmation(TM) item number 2308 3250 0000 3015 2349. The delivery record shows that this item was delivered on 09/01/2011 at 08:47 AM in SIMI VALLEY, CA 93065 to N HERNANDEZ. The scanned image of the recipient information is provided below.

Signature of Recipient:


NELSON A. HERNANDEZ

Address of Recipient:

400 Countrywide

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

EXHIBIT “H”

Offer to Pay the Entire Amount Due
Offer Number I
Sent to all Defendants
via Certified Mail with Return Receipt

Ivaylo T Dodev
c/o 6312 S 161st Way,
Gilbert Arizona 85298

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE
WITH NEW GOOD-FAITH OFFER TO PAY
THE TOTAL AMOUNT DUE

January 14, 2013

To: All Related Lenders, Servicers and Trustees

Matt Hollingsworth, CEO of Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

RE: Loan/Account No. 0014052088, for 6312 S 161st Way, Gilbert, AZ 85298

NOTICE TO PRINCIPAL IS NOTICE TO AGENT.
NOTICE TO AGENT IS NOTICE TO PRINCIPAL.

To all related lenders, servicers, and trustees:

I, the undersigned, Ivaylo T Dodev, some time ago made a good-faith OFFER TO PAY THE TOTAL AMOUNT DUE in the form of an Electronic Funds Transfer (EFT) Instrument. It is well documented that your officers, agents, or employees failed, refused, or neglected to either accept it, or reject it, according to well-settled Uniform Commercial Code (UCC) and American Jurisprudence procedures.

Under the American laws of Presentment, I am hereby presenting you with my DUE PROCESS NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

Due to the large amount of cash involved, and the need for accuracy, this new Good-Faith OFFER TO PAY THE TOTAL AMOUNT DUE, is lawfully made with the reasonable condition of your Presentment to the undersigned, of an itemized and Verified PAYOFF STATEMENT, including any and all, principal, interest, taxes, insurance, late fees, penalties, escrow fees, and/or other charges actually due and payable on a future date set certain.

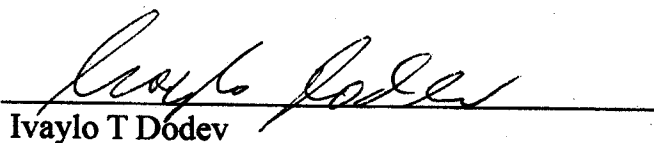
OFFER TO PAY THE TOTAL AMOUNT DUE – Ivaylo T Dodev

I also need the actual street address wherein I can bring the total amount of cash due, to exchange for my original Trust Deed or Mortgage and Promissory Note in order to lawfully complete and finalize this transaction.

If this final transaction is to be held at a third-party escrow company, I will also need to know their name, address, and phone number to be able to fulfill my part of the obligation in this good-faith final transaction.

I am also requesting that this material information be presented to me within a reasonable ten (10) days as **TIME IS OF THE ESSENCE**.

Sincerely,


Ivaylo T Dodev

COPY:

Brian T. Moynihan, CEO of Bank of America
Bank of America, Co0-000-00-00, 100 North Tyron Street, Charlotte, NC 28255-0001

Valerie Young, Customer Advocate, Office of the CEO and President
Bank of America, Co0-000-00-00, 100 North Tyron Street, Charlotte, NC 28255-0001

Payoff Department
Bank of America, Tx2-981-03-13, 7105 Corporate Drive, Plano, TX 75024

Michael J. Meehan
Blank Rome LLP, One Logan Square, 130 North 18th Street, Philadelphia, PA 19103-6998

Gerald Hassell, CEO and President of Bank of New York Mellon
Bank of New York Mellon, One Wall Street, New York, NY 10286

Candice Pitcher, Vice President of Compliance
3815 South West Temple, Salt Lake City, UT 84115

Comptroller of the Currency
Administrator of National Banks, Washington, DC 20219

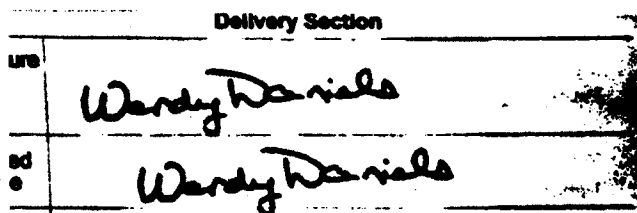


Date: 02/10/2013

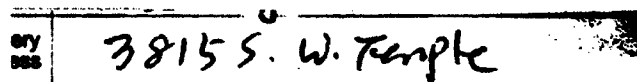
IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 2133. The delivery record shows that this item was delivered on 01/16/2013 at 10:17 AM in SALT LAKE CITY, UT 84115 to W DANIELS. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



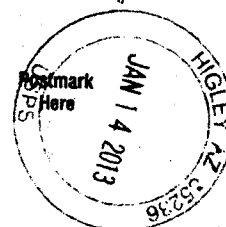
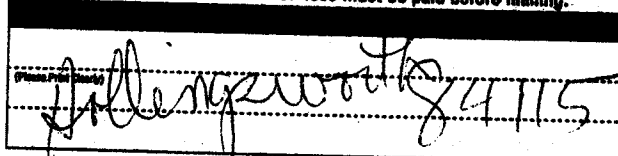
Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
EET2 2EL4 0000 0L20 TTEE

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Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 2126. The delivery record shows that this item was delivered on 01/17/2013 at 10:53 AM in NEW YORK, NY 10007 to F ROBINSON. The scanned image of the recipient information is provided below.

Signature of Recipient:

| | |
|--------------|--------------------------------|
| Signature | <i>[Handwritten Signature]</i> |
| Printed name | Fredric Robinson |

Address of Recipient:

| | |
|------------------|------------------|
| Delivery address | Bank of New York |
|------------------|------------------|

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Postage and Signature Confirmation fees must be paid before mailing.

SIGNATURE CONFIRMATION NUMBER: 2311 0770 0000 4732 2126

(Please Print Clearly) *[Handwritten Signature]* 10286

Postmark Here

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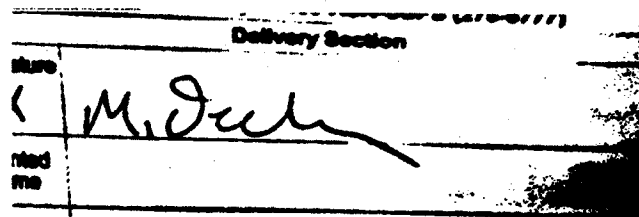


Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 2096. The delivery record shows that this item was delivered on 01/16/2013 at 11:44 AM in CHARLOTTE, NC 28255 to M DURHAM. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



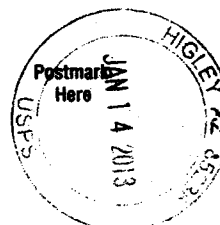
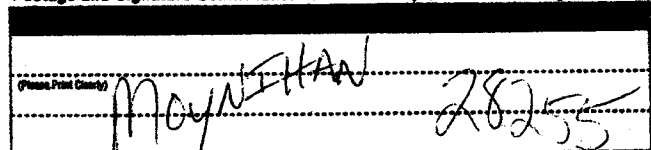
Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 2096

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Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 2140. The delivery record shows that this item was delivered on 01/16/2013 at 10:17 AM in SALT LAKE CITY, UT 84115 to W DANIELS. The scanned image of the recipient information is provided below.

Signature of Recipient:

| Delivery Section | |
|------------------|---------------|
| Signature | Wendy Daniels |
| Address | Wendy Daniels |

Address of Recipient:

| | |
|---------|-------------------|
| Address | 3815 S. W. Temple |
|---------|-------------------|

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

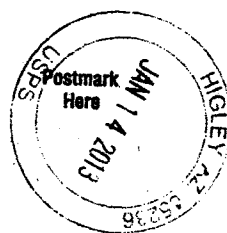
Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 2140

Postage and Signature Confirmation fees must be paid before mailing.

| | |
|-----------|--------|
| Signature | Ptcher |
| Address | 84115 |



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| | |
|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Priority Mail [®] Service |
| <input type="checkbox"/> | First-Class Mail [®] parcel |
| <input type="checkbox"/> | Package Services parcel |

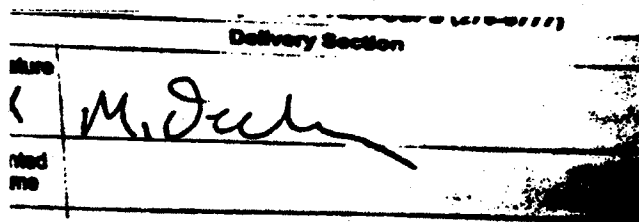


Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 2102. The delivery record shows that this item was delivered on 01/16/2013 at 11:44 AM in CHARLOTTE, NC 28255 to M DURHAM. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Postage and Signature Confirmation fees must be paid before mailing.

SIGNATURE CONFIRMATION NUMBER: 2311 0770 0000 4732 2102

Postmark Here

HIGLEY, NC 28255

JAN 14 2013

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or call 1-800-222-1811

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Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 2157. The delivery record shows that this item was delivered on 01/17/2013 at 08:55 AM in PHILADELPHIA, PA 19103 to M URICOECHEA. The scanned image of the recipient information is provided below.

Signature of Recipient:

| Delivery section | |
|------------------|------------|
| nature X | |
| intd me | URICOECHEA |

Address of Recipient:

| | |
|-----------------|--|
| livery dress | |
|-----------------|--|

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
 2311 0770 0000 4732 2157

Postage and Signature Confirmation fees must be paid before mailing.

19103

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 or call 1-800-222-1811

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☐ Package Services parcel



Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 2119. The delivery record shows that this item was delivered on 01/17/2013 at 02:14 PM in PLANO, TX 75024 to S WHITMORE. The scanned image of the recipient information is provided below.

Signature of Recipient:

Signature of Recipient: *Stan Whitmore*

Address of Recipient:

Address of Recipient: *7105 Corporate*

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Postage and Signature Confirmation fees must be paid before mailing.

SIGNATURE CONFIRMATION NUMBER: 2311 0770 0000 4732 2119

(Place Postmark)

Box A
Payoff dept *75024*

Postmark: *HIGLEY, AZ*
JAN 14 2013

POSTAL CUSTOMER:
Keep this receipt. For inquiries:
Access Internet web site at
www.usps.com
or call 1-800-222-1811

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Offer to Pay the Entire Amount Due
Offer Number II
Sent to all Defendants
via Certified Mail with Return Receipt

Ivaylo T Dodev
c/o 6312 S 161st Way,
Gilbert Arizona 85298

NEW NOTICE OF DEFAULT AND OPPORTUNITY TO
CURE, WITH NEW GOOD-FAITH OFFER TO PAY
THE TOTAL AMOUNT DUE

January 31, 2013

To: All Related Lenders, Servicers and Trustees

Matt Hollingsworth, CEO of Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

RE: Loan/Account No. 0014052088 AKA 147338494, for 6312 S 161st Way, Gilbert, AZ
85298, AKA 23410 S 161st way, Gilbert AZ 85297

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

To all related lenders, servicers, and trustees, c/o the President and CEO of Select Portfolio Servicing.:

I, the undersigned, Ivaylo T Dodev, hereby again, makes another good-faith OFFER TO PAY THE TOTAL AMOUNT DUE.

Under the American laws of Presentment, I am hereby presenting you with my DUE PROCESS NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

Due to the large amount of cash involved, and the need for accuracy, this new Good-Faith OFFER TO PAY THE TOTAL AMOUNT DUE, is lawfully made with the reasonable condition of your Presentment to the undersigned, of an itemized and Verified PAYOFF STATEMENT, including any and all, principal, interest, taxes, insurance, late fees, penalties, escrow fees, and/or other charges actually due and payable on a future date set certain.

Again, I also need the actual street address wherein I can bring the total amount of cash due, to exchange for my original Trust Deed or Mortgage and Promissory Note

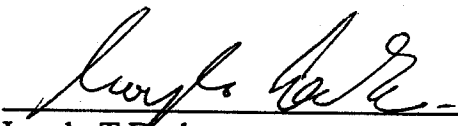
OFFER TO PAY THE TOTAL AMOUNT DUE – Ivaylo T Dodev

in order to lawfully complete and finalize this transaction.

Again, if this final transaction is to be held at a third-party escrow company, I will also need to know their name, address, and phone number to be able to fulfill my part of the obligation in this good-faith final transaction.

Again, I am also requesting that this material information be presented to me within a reasonable ten (10) days as **TIME IS OF THE ESSENCE**.

Sincerely,



Ivaylo T Dodev

COPY:

Brian T. Moynihan, CEO of Bank of America
Bank of America, Co0-000-00-00, 100 North Tyron Street, Charlotte, NC 28255-0001

Valerie Young, Customer Advocate, Office of the CEO and President
Bank of America, Co0-000-00-00, 100 North Tyron Street, Charlotte, NC 28255-0001

Payoff Department
Bank of America, Tx2-981-03-13, 7105 Corporate Drive, Plano, TX 75024

Michael J. Meehan/Blank Rome LLP
One Logan Square, 130 North 18th Street, Philadelphia, PA 19103-6998

Gerald Hassell, CEO and President of Bank of New York Mellon
Bank of New York Mellon, One Wall Street, New York, NY 10286

Candice Pitcher, Vice President of Compliance
3815 South West Temple, Salt Lake City, UT 84115

Comptroller of the Currency
Administrator of National Banks, Washington, DC 20219

OFFER TO PAY THE TOTAL AMOUNT DUE – Ivaylo T Dodev



Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3642. The delivery record shows that this item was delivered on 02/04/2013 at 08:09 AM in SALT LAKE CITY, UT 84115 to W DANIELS. The scanned image of the recipient information is provided below.

Signature of Recipient:

Wendy Daniels
Wendy Daniels

Address of Recipient:

3811 S. West Temple

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Postage and Signature Confirmation fees must be paid before mailing.

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 3642

(Please Print Clearly)
Hollingsworth
84115

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HIGLEY AZ 85606
JAN 31 2013



Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3666. The delivery record shows that this item was delivered on 02/05/2013 at 10:09 AM in PHILADELPHIA, PA 19103 to M URICOECHEA. The scanned image of the recipient information is provided below.

Signature of Recipient:

| Delivery Section | |
|------------------|----------------------|
| Signature | <i>M. Uricoechea</i> |
| Address | <i>M. URICOECHEA</i> |

Address of Recipient:

| | |
|---------|----------------------|
| Address | <i>M. URICOECHEA</i> |
|---------|----------------------|

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 3666

Postage and Signature Confirmation fees must be paid before mailing.

| | |
|------------------------|---------------|
| Postmark | <i>Meehan</i> |
| (Please Print Clearly) | |
| | <i>19103</i> |



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or call 1-800-222-1811

| |
|---|
| <input type="checkbox"/> Priority Mail [®] Service |
| <input type="checkbox"/> First-Class Mail [®] parcel |
| <input type="checkbox"/> Package Services parcel |



Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3659. The delivery record shows that this item was delivered on 02/05/2013 at 08:03 AM in CHARLOTTE, NC 28255 to M DURHAM. The scanned image of the recipient information is provided below.

Signature of Recipient:

M. Durham

Address of Recipient:

Box 28255

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Postage and Signature Confirmation fees must be paid before mailing.

SIGNATURE CONFIRMATION NUMBER: 2311 0770 0000 4732 3659

Young

(Please Print Clearly)

28255

HIGLEY AZ 85236

Postmark
3 Here
2013

USPS

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Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3635. The delivery record shows that this item was delivered on 02/04/2013 at 08:09 AM in SALT LAKE CITY, UT 84115 to W DANIELS. The scanned image of the recipient information is provided below.

Signature of Recipient:

Wendy Daniels
Wendy Daniels

Address of Recipient:

3811 S. West Temple

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 3635

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Pitcher
84115



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Date: 02/10/2013

IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3673. The delivery record shows that this item was delivered on 02/04/2013 at 06:05 AM in CHARLOTTE, NC 28255 to M DURHAM. The scanned image of the recipient information is provided below.

Signature of Recipient:

Address of Recipient:

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

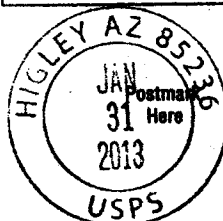
Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 3673

Postage and Signature Confirmation fees must be paid before mailing.

| | |
|------------------------|--|
| Moynihan | |
| (Please Print Clearly) | |
| 28255 | |



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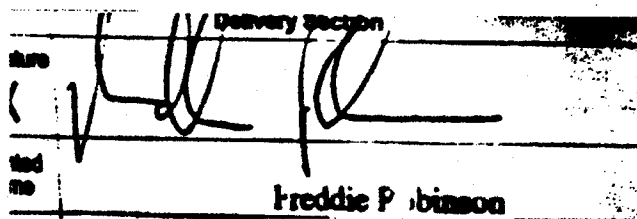


Date: 02/10/2013

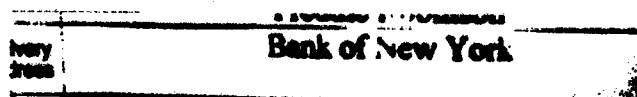
IVAYLO DODEV:

The following is in response to your 02/10/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3628. The delivery record shows that this item was delivered on 02/04/2013 at 10:58 AM in NEW YORK, NY 10007 to F ROBINSON. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

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SIGNATURE CONFIRMATION NUMBER: 2311 0770 0000 4732 3628

Hassell

10286

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HIGLEY AZ 85236
Postmark
31
2013
USPS

Offer to Pay the Entire Amount Due
Offer Number III
Sent to all Defendants
via Certified Mail with Return Receipt

Ivaylo T Dodev
c/o 6312 S 161st Way,
Gilbert Arizona 85298

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE
WITH NEW GOOD-FAITH OFFER TO PAY
THE TOTAL AMOUNT DUE

February 19, 2013

To: All Related Lenders, Servicers and Trustees

Matt Hollingsworth, CEO of Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

RE: Loan/Account No. 0014052088 for 6312 S 161st Way, Gilbert, AZ 85298, AKA 23410 S
161st way, Gilbert AZ 85297

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

To all related lenders, servicers, and trustees, c/o SELECT PORTFOLIO SERVICING,
INC.

I, the undersigned, Ivaylo T Dodev, hereby again, makes another good-faith
OFFER TO PAY THE TOTAL AMOUNT DUE.

Under the American laws of Presentment, I am hereby presenting you with my
DUE PROCESS NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

Due to the large amount of cash involved, and the need for accuracy, this new
Good-Faith OFFER TO PAY THE TOTAL AMOUNT DUE, is lawfully made with the
reasonable condition of your Presentment to the undersigned, of an itemized and
Verified PAYOFF STATEMENT, including any and all, principal, interest, taxes,
insurance, late fees, penalties, escrow fees, and/or other charges actually due and
payable on a future date set certain.

Again, I also sincerely believe that I have a right to see court admissible evidence
that would prove that all Trust Deed and Promissory Note transfers from the original


lender to the last purchaser were lawfully endorsed as required by law, rendering the last purchaser as the "holder in due course," and not merely a "holder," and thus has lawful standing to foreclose.

Again, I also need the actual street address wherein I can bring the total amount of cash due, to exchange for my original Trust Deed or Mortgage and Promissory Note in order to lawfully complete and finalize this transaction.

Again, if this final transaction is to be held at a third-party escrow company, I will also need to know their name, address, and phone number to be able to fulfill my part of the obligation in this good-faith final transaction.

Again, I am also requesting that this material information be presented to me within a reasonable ten (10) days as **TIME IS OF THE ESSENCE**.

Sincerely,



Ivaylo T Dodev

COPY:

Brian T. Moynihan, CEO of Bank of America
Bank of America, Co0-000-00-00, 100 North Tyron Street, Charlotte, NC 28255-0001

Valerie Young, Customer Advocate, Office of the CEO and President
Bank of America, Co0-000-00-00, 100 North Tyron Street, Charlotte, NC 28255-0001

Payoff Department
Bank of America, Tx2-981-03-13, 7105 Corporate Drive, Plano, TX 75024

Michael J. Meehan
Blank Rome LLP, One Logan Square, 130 North 18th Street, Philadelphia, PA 19103-6998

Gerald Hassell, CEO and President of Bank of New York Mellon
Bank of New York Mellon, One Wall Street, New York, NY 10286

KaJay Williams, Consumer Ombudsman Specialist
Candice Pitcher, Vice President of Compliance
3815 South West Temple, Salt Lake City, UT 84115

Comptroller of the Currency
Administrator of National Banks, Washington, DC 20219

OFFER TO PAY THE TOTAL AMOUNT DUE – Ivaylo T Dodev



Date: 03/04/2013

IVAYLO DODEV:

The following is in response to your 03/04/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3833. The delivery record shows that this item was delivered on 02/21/2013 at 10:19 AM in SALT LAKE CITY, UT 84115 to W DANIELS. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Location
Wendy Daniels
Wendy Daniels

Address of Recipient:

13815 S WEST TEMPLER

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

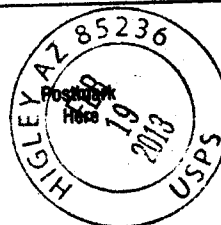
Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 3833

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Hollingsworth
04115



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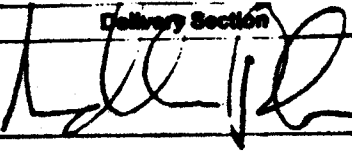


Date: 03/04/2013

IVAYLO DODEV:

The following is in response to your 03/04/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3871. The delivery record shows that this item was delivered on 02/22/2013 at 10:35 AM in NEW YORK, NY 10007 to F ROBINSON. The scanned image of the recipient information is provided below.

Signature of Recipient:

| Delivery Section | |
|------------------|---|
| Signature |  |
| Printed name | Freddie Robinson |

Address of Recipient:

| Recipient Address | |
|-------------------|------------------|
| Address | Bank of New York |

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

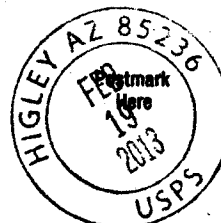
Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 3871

Postage and Signature Confirmation fees must be paid before mailing.

| | |
|------------------------|--|
| Hassell | |
| (Please Print Clearly) | |
| 10286 | |



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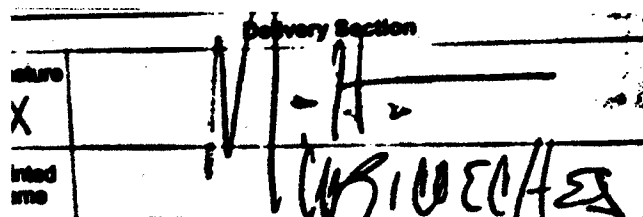


Date: 03/04/2013

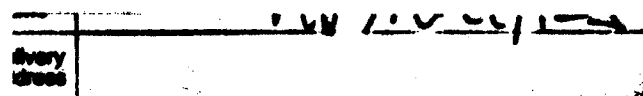
IVAYLO DODEV:

The following is in response to your 03/04/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3840. The delivery record shows that this item was delivered on 02/22/2013 at 09:00 AM in PHILADELPHIA, PA 19103 to M URICOECHEA. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Postage and Signature Confirmation fees must be paid before mailing.

SIGNATURE CONFIRMATION NUMBER:
 2311 0770 0000 4732 3840

(Please Print Clearly)
 Meehan
 19103

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HIGLEY AZ 85236
 FEB 19 2013
 Postmark Here
 USPS



Date: 03/04/2013

IVAYLO DODEV:

The following is in response to your 03/04/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3864. The delivery record shows that this item was delivered on 02/25/2013 at 07:09 AM in CHARLOTTE, NC 28255 to M DURHAM. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section
no
d
M. Durham

Address of Recipient:

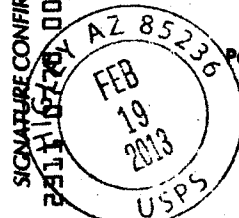
no
d
BUN 28255

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 3864



Postage and Signature Confirmation fees must be paid before mailing.

Moghan
(Please Print Clearly)
28255

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Date: 03/04/2013

IVAYLO DODEV:

The following is in response to your 03/04/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3857. The delivery record shows that this item was delivered on 02/25/2013 at 07:09 AM in CHARLOTTE, NC 28255 to M DURHAM. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section

| | |
|----|---|
| no |  |
| d | |

Address of Recipient:

| | | |
|----|-----|-------|
| no | Bon | 28255 |
|----|-----|-------|

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

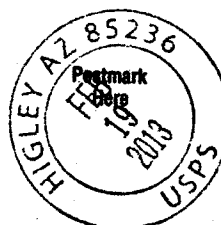
Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 3857

Postage and Signature Confirmation fees must be paid before mailing.

| | |
|------------------------|-------|
| (Please Print Clearly) | Young |
| | 28255 |



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or call 1-800-222-1811

| | |
|--------------------------|--------------------------------------|
| <input type="checkbox"/> | Priority Mail [®] Service |
| <input type="checkbox"/> | First-Class Mail [®] parcel |
| <input type="checkbox"/> | Package Services parcel |



Date: 03/04/2013

IVAYLO DODEV:

The following is in response to your 03/04/2013 request for delivery information on your Signature Confirmation(TM) item number 2311 0770 0000 4732 3826. The delivery record shows that this item was delivered on 02/21/2013 at 10:19 AM in SALT LAKE CITY, UT 84115 to W DANIELS. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Location
Wendy Daniels
Wendy Daniels

Address of Recipient:

3781 S WEST TRL

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

SIGNATURE CONFIRMATION NUMBER:
2311 0770 0000 4732 3826

Postage and Signature Confirmation fees must be paid before mailing.

Williams
(Please Print Clearly)
84115



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